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UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

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Ex parte MIHIR Y. SAMBHUS, WUN-MAI J. CHANG,
GREGORY J. ZIEBOLD, and LUU D. TRAN

Appeal 2008-0177
Application 10/622,047
Technology Center 2100

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Decided May 8, 2008

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Before LANCE LEONARD BARRY, JEAN R. HOMERE,
and THU A. DANG, *Administrative Patent Judges.*

DANG, *Administrative Patent Judge.*

DECISION ON APPEAL

I. STATEMENT OF CASE

Appellants appeal the Examiner's final rejection of claims 1-29 under
35 U.S.C. § 134(2002). We have jurisdiction under 35 U.S.C. § 6(b)(2002).

A. INVENTION

According to Appellants, the invention is a method and system for client aware content aggregation and rendering in a portal server. The method includes the step of receiving content from a plurality of channels. The content from the channels is aggregated using an aggregator. The aggregator is configured to process the content using a first markup language. The aggregated content is processed using a rendering engine. The rendering engine is configured to output the aggregated content in a second markup language tailored for a client device. The method further includes outputting the aggregated content in the second markup language to the client device (Spec., Abstract).

B. ILLUSTRATIVE CLAIM

Claim 1 is exemplary and is reproduced below:

1. A method for providing client aware content aggregation and rendering in a portal server, comprising:

receiving content from a plurality of channels, the plurality of channels comprising both rendering providers and non-rendering providers;

aggregating the content from the plurality of channels using an aggregator, the aggregator configured to process the content using a first markup language;

processing the aggregated content using a rendering engine, the rendering engine configured to output the aggregated content in a second markup language tailored for a client device; and

outputting the aggregated content in the second markup language to the client device.

C. REJECTIONS

The Examiner relies upon the following prior art in rejecting the claims on appeal:

Leamon   US 2002/0107891 A1   Aug. 8, 2002
                                             (Filed Feb. 6, 2002)

Claims 1-29 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Leamon.

We affirm.

II. ISSUES

The issues are whether Appellants have shown that the Examiner erred in finding that claims 1-29 are anticipated by Leamon.

III. FINDINGS OF FACT

The following Findings of Fact (FF) are shown by a preponderance of the evidence.

Appellants' Invention

1.   In an embodiment of Appellants' invention, Rendering Channel_A
      404 and Rendering Channel B 406 send information in AML (a

Manufacturing Language) format to Aggregator 410, while Non-Rendering Channel_C 408 sends information in Device-specific markup to Aggregator 410. The Aggregator then sends an aggregated AML document to Rendering Engine 412 for conversion into Device-specific markup (Spec. 11, ll. 17-26).

Leamon

2.   Leamon discusses the well-known formatting solutions which typically include a set of adapters 10 that convert raw information into a proprietary format, commonly a form of Extensible Markup Language (XML). These solutions often obtain their data from multiple sources and in different formats. The formats include SQL (Structured Query Language), XML, HTML (HyperText Markup Language), and IMAP (Internet Message Access Protocol). The crux point in the process is an object model language 20 for describing a generic user interface, XML (pg. 1, para. [0005]-[0006]; Fig. 1).

3.   According to the invention of Leamon, one or more data sources of information objects comprising at least one computer language object, at least one browser object, and at least one device object are maintained. The content is retrieved in response to a request and is formatted in a standard markup language, regardless of the identified device type (pg. 1, para. [0007]-[0008]).

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4.   In embodiments of Leamon, information content is displayed on a
      client 40A in a predictable and uniform format regardless of the type
      of user device that requests the information. The process comprises a
      request for information from a client 40A that is passed to a source
      information provider, which may be a proprietary application 50 or an
      independent application 52. The request causes information to be
      accessed and transmitted by the application 50, 52 electronically in a
      standard markup language format. On its journey back to the client
      40A, the information encounters a rendering engine 60, which
      performs an object-oriented transformation process that uses the
      standard language pre-formatted information as input. The rendering
      engine 60 operates on the pre-formatted information by passing it
      through a format transformation process designed to reformat the
      information into a display format compatible with the particular client
      40A that requested the information (pg. 2, para. [00019]-[0020]; Fig.
      2A).

5.   In Leamon's method, in step 502, a request for information is received
      from a device over a global communications network, and the device
      type is identified. The content is retrieved, in step 504, in response to
      the request, formatted in a standard markup language regardless of the
      identified device type. One of the computer language objects of the
      identified communication format, one of the browser objects for the
      identified browser type, and one of the device objects for the

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identified hardware type are retrieved from at least one of the data
sources, in step 505. Based on the retrieved computer language
object, browser object and device object, the content is reformatted
into a language that enables display of the content of the device, in
step 506 (pg. 3, para. [0027]; Fig. 5).

PRINCIPLES OF LAW

Appellants have the burden on appeal to the Board to demonstrate
error in the Examiner's position. *See In re Kahn*, 441 F.3d 977, 985-86
(Fed. Cir. 2006).

Anticipation is established when a single prior art reference discloses
expressly or under the principles of inherency each and every limitation of
the claimed invention. *Atlas Powder Co. v. IRECO Inc.*, 190 F.3d 1342,
1347 (Fed. Cir. 1999); *In re Paulsen*, 30 F.3d 1475, 1478-79 (Fed. Cir.
1994).

"Moreover, limitations are not to be read into the claims from the
specification." *In re Van Geuns*, 988 F.2d 1181, 1184 (Fed. Cir. 1993)
(citing *In re Zletz*, 893 F.2d 319, 321 (Fed. Cir. 1989)). Our reviewing court
has repeatedly warned against confining the claims to specific embodiments
described in the specification. *Phillips v. AWH Corp.*, 415 F.3d 1303, 1323
(Fed. Cir. 2005) (en banc). During prosecution before the USPTO, claims
are to be given their broadest reasonable interpretation, and the scope of a
claim cannot be narrowed by reading disclosed limitations into the claim.

See In re Morris, 127 F.3d 1048, 1054 (Fed. Cir. 1997); *In re Zletz*, 893 F.2d 319, 321 (Fed. Cir. 1989); *In re Prater*, 415 F.2d 1393, 1404-05 (CCPA 1969).

ANALYSIS
35 U.S.C. § 102(e)

As to claim 1, the Appellants argue "Leamon does not expressly or inherently disclose a non-rendering provider" (App. Br. 8). Appellants reference paragraph [0028] of Appellants' Specification to define a "non-rendering provider" as "a provider of content that is already in a device-specific format" while a "rendering provider" is "a provider of content that must be rendered to the device-specific format" (App. Br. 8).

We disagree. The Examiner's position as to Leamon disclosing the claimed elements on appeal beginning at page 5 of the Answer and the Examiner's corresponding responsive arguments beginning at page 6 of the Answer comply with the requirements of the above-noted case law. The term "rendering" or "non-rendering" cannot be confined to a specific exemplary embodiment in Appellants' Specification. Appellants' claims simply do not place any limitation on what the "rendering" or "non-rendering" provider is to be, to represent, or to mean, other than that the content from a plurality of channels comprise both providers, and that the content from the channels are aggregated. Appellants' arguments that the providers differ from Leamon's providers because they are not the same as the providers set forth in the Specification are not commensurate with the scope of the claimed invention.

We construe the term "rendering" and "non-rendering" by giving the term its customary and ordinary meaning. The customary and ordinary meaning of to "render" is to "translate." *The American Heritage Dictionary of the English Language* (4th ed. 2000), found at www.bartelby.com.

Accordingly, we construe "rendering" and "non-rendering" providers as providers of different translations. Appellants' own disclosure sets forth that information of different formats is sent to the aggregator for conversion into a specific markup (FF 1).

Leamon discloses it is known to convert raw information from multiple sources in different formats (SQL, XML, HTML, and IMAP) into a proprietary format, XML, wherein the different formats have a crux point at the XML proprietary application (FF 2). In Leamon, a request for information from a client is passed to a source information provider, a proprietary application, which accesses and transmits information electronically in a standard markup language format. On its journey back to the client, the information encounters a rendering engine which performs an object-oriented transformation process that uses the standard language pre-formatted information as input, and which operates on the pre-formatted information by passing it through a format transformation process designed

to reformat the information into a display format. In Leamon, content is retrieved in response to the request, formatted in a standard markup language regardless of the device type identified from the request (FF 3-5).

We generally agree with the Examiner that "Leamon discloses that independent content providers maintain several forms of content (rendering and non-rendering) applicable to different classes of devices" (Ans. 8). We also find that the information from the multiple sources in different formats

(SQL, XML, HTML, and IMAP) that is converted into proprietary format
XML, as disclosed by Leamon, to be content from a plurality of channels
which comprise both rendering providers and non-rendering provider.

Though Leamon discloses that the teaching of converting information
from multiple sources in different formats into a proprietary format is well-
known prior art, it has been held that the rule that anticipation requires that
every element of a claim appears in a single reference accommodates
situations where the common knowledge of "technologists" is not recorded
in a reference, i.e., where technical facts are known to those in the field of
the invention. *Continental Can Co. v. Monsanto Co.*, 948 F.2d 1264, 1269
(Fed. Cir. 1991). Similarly, *In re Graves*, 69 F.3d 1147, 1152 (Fed. Cir.
1995), confirms the longstanding interpretation that the teachings of a
reference may be taken in combination with knowledge of the skilled artisan
to put the artisan in possession of the claimed invention within 35 U.S.C. §
102 even though the patent does not specifically disclose certain features.
Thus, even though Leamon's embodiments may not particularly include the
discussed prior art teachings, we find that Leamon anticipates the claimed
invention in view of the fact that such practice was known to those in the
field as being a common practice.

Appellants also argue that Leamon "does not expressly or inherently
disclose aggregating content from multiple channels" (App. Br. 10) because
"Leamon clearly indicates that a proprietary application and an independent
application are alternative sources of information" (App. Br. 11). However,

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we agree with the Examiner that Leamon discloses such teaching (Ans. 9). We also find that the information from the multiple sources in different formats (SQL, XML, HTML, and IMAP) that is mixed at a crux point at the XML proprietary application, as disclosed by Leamon (FF 2), to be an aggregation of content from multiple channels. Contrary to Appellants' argument that the information is alternatively from a proprietary application or an independent application, the information from the multiples sources is mixed at a crux point to the proprietary application.

As to the other recited elements of claim 1, Appellants provide no argument to dispute that the Examiner has correctly shown where all these claimed elements appear in the prior art. Accordingly, we find that the Appellants have not shown that the Examiner erred in rejecting claim 1 as anticipated by Leamon.

Appellants do not provide a separate argument for claims 6, 14 and 22, and thus, claims 6, 14 and 22 fall with claim 1. 37 C.F.R. § 41.37(c)(1)(vii).

Claims 2-5, 7-13, 15-21, and 23-29 depend from claims 1, 6, 14, and 22, respectively. Accordingly, claims 2-5, 7-13, 15-21, and 23-29 respectively include the same limitations as claims 1, 6, 14, and 22, and thus, fall with claims 1, 6, 14, and 22. 37 C.F.R. § 41.37(c)(1)(vii).

For at least the above reasons, we conclude that Appellants have not shown that the Examiner erred in rejecting claims 1-29 under 35 U.S.C. § 102(e).

CONCLUSION OF LAW

(1) Appellants have not shown that the Examiner erred in finding that claims 1-29 are unpatentable over the teachings of Leamon.

(2) Claims 1-29 are not patentable.

DECISION

We affirm the Examiner's decision rejecting claims 1-29 under 35 U.S.C. § 102(e).

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a).

AFFIRMED

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